



BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301

Jerry.Hendrix@bellsouth.com

Jerry D. Hendrix
Vice President
Regulatory Relations

Phone: (850) 577-5550
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April 6, 2006

Mrs. Blanca S. Bayo
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

060329-TP

Re: Approval of Amendment to the interconnection, unbundling, resale and collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and SouthernTelecom, Inc.

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to interconnection, unbundling, resale and collocation Agreement with Southern Telecom, Inc.

If you have any questions, please do not hesitate to call Robyn Holland at (850) 577-5551.

The underlying agreement was filed July 18, 2003 in docket no.: 030648-TP.

Very truly yours,


Regulatory Vice President

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

**Amendment to the Agreement
Between
Southern Telecom, Inc.
and
BellSouth Telecommunications, Inc.
Dated July 1, 2004**

Pursuant to this Amendment, (the "Amendment"), Southern Telecom, Inc. (Southern Telecom), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 2004 (Agreement) to be effective with the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and Southern Telecom entered into the Agreement on July 2, 2004, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Section 20.1 of General Terms and Conditions and replace as follows:

- 20.1 Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Southern Telecom, Inc.

Attn: Contracts Administrator
30 Ivan Allen Jr. Boulevard, NW
Bin SC1206
Atlanta, Georgia 30308
Phone: 404 506-5120
Fax: 404 506-5199

and

Attn: General Counsel
30 Ivan Allen Jr. Boulevard, NW
Bin SC1206
Atlanta, Georgia 30308
Phone: 404 506-5120
Fax: 404 506-5199

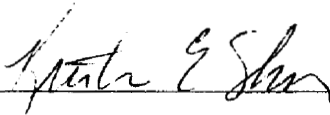
or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

2. All of the other provisions of the Agreement, dated July 1, 2004 shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

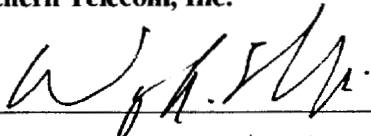
By: 

Name: Kristen E. Shore

Title: Director

Date: 3/22/06

Southern Telecom, Inc.

By: 

Name: WAYNE A. ELLU

Title: GM

Date: 3-21-06